
6-Town Regional Shared Housing Services Project

Funding provided by the
District Local Technical Assistance
program

Prepared for the

Towns of Lexington, Bedford,
Concord, Lincoln, Sudbury, and
Weston, Massachusetts

Prepared by

Metropolitan Area
Planning Council
60 Temple Place, 6th Floor
Boston, Massachusetts 02111
Tel (617) 451-2770
www.mapc.org



Acknowledgements

The 6-Town Regional Shared Housing Services program is the culmination of activities that began in 2009. Thank you to all who participated throughout the process. This project was undertaken with funds from the District Local Technical Assistance program. The Metropolitan Area Planning Council wishes to express our thanks to the Governor and the members of the Legislature for their continued support and funding of this program.

This report was produced by the Metropolitan Area Planning Council, professional technical assistance was provided by Jennifer Raitt, Project Manager and Chief Housing Planner; Jennifer Garcia, Legal Counsel; Steve Daly, Director, Municipal Governance; Joseph J. Domelowicz, Jr., Senior Municipal Services Coordinator; and Josh Monahan, Municipal Services Coordinator.

Metropolitan Area Planning Council

Officers

President Jay Ash

Vice President Michelle Ciccolo

Secretary Marilyn Contreas

Treasurer Grace S. Shepard

Thank you for the assistance and leadership of the following individuals:

Town of Lexington

Carl Valente, Town Manager

Town of Lincoln

Timothy Higgins, Town Administrator

Town of Bedford

Richard Reed, Town Manager

Town of Sudbury

Maureen Valente, Town Manager

Town of Concord

Christopher Whalen, Town Manager

Town of Weston

Donna VanderClock, Town Manager

Zoe Puice, Bedford; Lisa Mustapich, Bedford; Ellis Kriesberg, Bedford; Jessica Porter, Bedford; Christina Wilgren, Bedford; Linda Prosnitz, Bedford; Lara Kritzer, Concord; Elisabeth Elden, Concord; Don Lashley, Concord; David Hale, Concord; Marcia Rasmussen, Concord; Maryann McCall-Taylor, Lexington; Chris Kluchman, Lexington; Aaron Henry, Lexington; Bill Hoyt, Lexington; Pamela Gallup, Lincoln; Renel Fredriksen, Lincoln; Connie Lewis, Lincoln; Peter Von Mertens, Lincoln; Jody Kablack, Sudbury; Noreen Stockman, Weston.

Elsa Campbell, MA Department of Housing and Community Development (DHCD); Jean Daly DHCD; Phil DeMartino, DHCD; Deborah Goddard, DHCD; Margaux Leclair, DHCD; Susan Lynch, MassHousing; Robert Smith, MassHousing; Greg Watson, MassHousing. Susan Connelly, MHP.

Special thanks to Beth Rust, Community Housing Specialist for the Town of Sudbury who provided extraordinary support, creative insight, and direction throughout the project.

TABLE OF CONTENTS

Acknowledgements

Contents	Page
I. Executive Summary	4-5
II. Task One: Community Outreach and Analysis	6-7
III. Task Two: Financial Modeling	8-12
IV. Task Three: Establish Regional Housing Services Office	13-34
a. Inter-Municipal Agreement	23-34

Executive Summary

This project built upon MAPC's 2009 DLTA research for a number of MetroWest communities relating to opportunities for potential models for shared services for affordable housing administration.

In the 2010 DLTA project, MAPC performed a Housing Services Assessment of municipal time and funding expended on affordable housing by the communities of Concord, Lincoln, Bedford, Lexington, Weston, and Sudbury. MAPC worked with Town Managers from these communities to analyze results, identify overlapping services/ issues and develop and gain consensus on services

Concurrent with the Assessment, MAPC researched various models for the communities, including:

- Creation of an Inter-municipal Agreement (IMA)
- Creation of a Shared Services District
- Securing an outside consultant to provide services to the Towns
- Creating a separate, private nonprofit 501 (c)(3)

The results of this research on models and the Assessment showed that, because Sudbury already had on staff a housing specialist with experience assisting most of the other towns with previous housing monitoring and other services as well as capacity to expand these services, the other five Towns would benefit from a relationship with the Town of Sudbury in the following services areas:

- Monitoring;
- Ready Buyer/ Ready Renter List;
- Administration of the HOME Program; and
- Affordable Housing Planning and Advocacy.

A financial model was developed from the information provided in the Assessment. Town Managers confirmed their interest in pursuing the IMA fee-for-services model for the above-listed services.

MAPC then drafted an IMA for the five Towns to contract with the Town of Sudbury for services. The Town of Sudbury developed a service model and accompanying suite of services. Local Housing Officials confirmed the model and services at a November meeting. MAPC with the Town of Sudbury made presentations to State Housing Officials. MassHousing and Massachusetts Housing Partnership each provided letters supporting the shared services model.

All towns confirmed a timeline for action and implementation of the Inter-municipal Agreement. MAPC staff accompanied Sudbury officials to a Lexington Board of Selectmen

meeting where the draft IMA was unanimously approved. Selectmen meetings are scheduled for January with the four other member communities.

The proposed launch date of a regional Housing Services Office and accompanying Regional Housing Service Fund would be on July 1, 2011 or earlier for those communities wishing to begin implementing the program in FY11. Sudbury intends to apply for continued DLTA support to help launch the Regional Housing Service Office and accompanying Regional Housing Services Funds.

TASK ONE:

Community Outreach and Analysis

For the first task of this project, the Regional Housing Services needs Assessment, MAPC compiled survey data from Concord, Lincoln, Bedford, Lexington, Sudbury and Weston, analyzed results, identified overlapping services and issues, and determined the long-term commitment of communities participating in the project to develop and gain consensus on services.

MAPC staff initially met with officials in Concord, Lincoln, Bedford, Lexington, Weston, and Sudbury to review existing survey result and determine municipal responsibilities associated with affordable housing, particularly overlapping responsibilities. MAPC worked from the information collected as part of the survey and the MetroWest Regional Affordable Housing Trust research report to create the financial model.

The Summary Sheet of a 24-page detailed municipal time and expenditures on housing analysis is provided on the following page. The analysis provides a summary of the total hours, revenue, and costs expended on municipal housing activities in four core areas: planning, programs, services, and general administration by the Towns of Bedford, Concord, Lexington, Lincoln, Sudbury, and Weston based on data collected with communities May to August of 2010. The additional pages in this workbook provide detail on costs and hours spent by employee on housing activities by community and are available from Jennifer Raitt at jraitt@mapc.org).

SUMMARY - ALL MUNICIPALITIES

TOTAL OF ALL HOURS, ALL MUNICIPALITIES, ALL ACTIVITIES		4,492																		
TOTAL STAFF COSTS, ALL ACTIVITIES	\$	189,165																		
TOTAL CONSULTING COSTS, ALL ACTIVITIES	\$	76,999																		
TOTAL ALL COSTS, ALL ACTIVITIES	\$	266,164																		
			Sudbury	Lexington	Lincoln	Concord	Weston	Bedford												
TOTAL HOUSING REVENUE (Direct + Admin)	\$	1,255,703	\$ 1,255,703	\$ 497,977	\$ 1,610,619	\$ 719,700	\$ 277,465	\$ 638,051												
TOTAL OF ALL HOUSING REVENUE (Direct cost and admin costs)	\$	5,019,495																		
			Sudbury	Lexington	Lincoln	Concord	Weston	Bedford												
			Aggregate staff time	Aggregate staff time	Aggregate staff time	Aggregate staff time	Aggregate staff time	Aggregate staff time												
			Equivalent dollars	Equivalent dollars	Equivalent dollars	Equivalent dollars	Equivalent dollars	Equivalent dollars												
			Consulting dollars	Consulting dollars	Consulting dollars	Consulting dollars	Consulting dollars	Consulting dollars												
Total by Municipality			2,220 \$ 84,700 \$ 30,000	202 \$ 7,880 \$ 10,000	282 \$ 14,186 \$ -	461 \$ 22,028 \$ 27,000	1,041 \$ 44,976 \$ -	286 \$ 15,395 \$ 9,999												
Sum of staff (does not include consultants)																				
Sum of all hours																				
Sum of all costs																				
Community Housing Planning Activities			Sudbury	Lexington	Lincoln	Concord	Weston	Bedford												
1. Needs Assessment	512 \$ 22,264	200 \$ 7,673 \$ -	0 \$ - \$ -	30 \$ 1,645 \$ -	40 \$ 2,113 \$ 12,000	240 \$ 10,646 \$ -	2 \$ 188 \$ -													
2. Action Plan	80 \$ 3,517	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	80 \$ 3,517 \$ -	0 \$ - \$ -													
3. Housing Production Plan	90 \$ 3,803	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	90 \$ 3,803 \$ -	0 \$ - \$ -													
4. Community Preservation Plan	290 \$ 12,495	200 \$ 7,673 \$ -	0 \$ - \$ -	30 \$ 1,645 \$ -	40 \$ 2,113 \$ 12,000	20 \$ 1,064 \$ -	0 \$ - \$ -													
5. Master Plan	32 \$ 1,385	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	30 \$ 1,197 \$ -	2 \$ 188 \$ -													
6. 5-Year Consolidated or Action Planning	20 \$ 1,064	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	20 \$ 1,064 \$ -	0 \$ - \$ -													
	- \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
Programs	1,652 \$ 68,897	850 \$ 32,442 \$ 5,000	145 \$ 5,600 \$ 10,000	110 \$ 6,633 \$ -	207 \$ 7,574 \$ -	172 \$ 6,775 \$ -	168 \$ 10,474 \$ 3,333													
1. Marketing and Outreach Programs	77 \$ 2,958	30 \$ 1,050 \$ -	10 \$ 200 \$ -	0 \$ - \$ -	25 \$ 1,116 \$ -	12 \$ 593 \$ -	0 \$ - \$ -													
a. Municipal Review/ Approval by CEO	47 \$ 1,908	0 \$ - \$ -	10 \$ 200 \$ -	0 \$ - \$ -	25 \$ 1,116 \$ -	12 \$ 593 \$ -	0 \$ - \$ -													
b. Municipal Authority/ primary responsibility	30 \$ 1,050	30 \$ 1,050 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
2. First-Time Homebuyer Program	60 \$ 2,100	60 \$ 2,100 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
3. Housing Rehabilitation	- \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
4. General Housing Development	901 \$ 36,232	650 \$ 25,442 \$ 5,000	40 \$ 1,600 \$ -	50 \$ 2,742 \$ -	125 \$ 3,281 \$ -	10 \$ 726 \$ -	26 \$ 2,441 \$ -													
5. Community Preservation Act	417 \$ 19,028	50 \$ 1,750 \$ -	20 \$ 800 \$ -	0 \$ - \$ -	57 \$ 3,177 \$ -	150 \$ 5,456 \$ -	140 \$ 7,845 \$ -													
a. Needs Assessment	21 \$ 893	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	21 \$ 893 \$ -													
b. Minimum Allocation Auditing	26 \$ 1,221	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	5 \$ 328 \$ -	0 \$ - \$ -	21 \$ 893 \$ -													
c. Application Review --	157 \$ 6,027	20 \$ 700 \$ -	0 \$ - \$ -	0 \$ - \$ -	16 \$ 640 \$ -	160 \$ 3,794 \$ -	21 \$ 893 \$ -													
d. Development Activities	77 \$ 3,303	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	30 \$ 1,999 \$ -	0 \$ - \$ -	47 \$ 3,334 \$ -													
e. Other administrative activities	137 \$ 5,584	30 \$ 1,050 \$ -	20 \$ 800 \$ -	0 \$ - \$ -	6 \$ 240 \$ -	50 \$ 1,662 \$ -	31 \$ 1,832 \$ -													
6. HOME Program	197 \$ 8,578	60 \$ 2,100 \$ -	75 \$ 3,000 \$ 10,000	60 \$ 3,291 \$ -	0 \$ - \$ -	0 \$ - \$ -	2 \$ 188 \$ 3,333													
a. AI	15 \$ 674	0 \$ - \$ -	10 \$ 400 \$ 10,000	5 \$ 274 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
b. Annual Action Plan	40 \$ 1,599	13 \$ 525 \$ -	20 \$ 800 \$ -	5 \$ 274 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
c. Needs Assessment	25 \$ 1,074	0 \$ - \$ -	20 \$ 800 \$ -	5 \$ 274 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
d. CAPER	25 \$ 999	15 \$ 525 \$ -	5 \$ 200 \$ -	5 \$ 274 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
e. Other Reporting	42 \$ 1,985	20 \$ 700 \$ -	0 \$ - \$ -	20 \$ 1,097 \$ -	0 \$ - \$ -	0 \$ - \$ -	2 \$ 188 \$ 3,333													
f. Monitoring	30 \$ 2,247	10 \$ 350 \$ -	20 \$ 800 \$ -	20 \$ 1,097 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
Services	730 \$ 27,067	510 \$ 17,850 \$ -	30 \$ 1,200 \$ -	64 \$ 2,779 \$ -	32 \$ 1,895 \$ 5,000	42 \$ 1,437 \$ -	52 \$ 1,906 \$ 3,333													
1. Monitoring	205 \$ 8,142	130 \$ 4,550 \$ -	15 \$ 600 \$ -	40 \$ 2,194 \$ -	8 \$ 423 \$ -	12 \$ 376 \$ -	0 \$ - \$ -													
a. Reconciliation for rentals	80 \$ 1,497	0 \$ - \$ -	10 \$ 400 \$ -	20 \$ 1,097 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
b. Occupancy monitoring	155 \$ 3,785	125 \$ 4,375 \$ -	0 \$ - \$ -	20 \$ 1,097 \$ -	0 \$ - \$ -	10 \$ 313 \$ -	0 \$ - \$ -													
c. Refinancing	20 \$ 860	5 \$ 175 \$ -	5 \$ 200 \$ -	0 \$ - \$ -	8 \$ 423 \$ -	2 \$ 63 \$ -	0 \$ - \$ -													
2. Lottery (New units and Rentals)	472 \$ 17,579	380 \$ 13,300 \$ -	0 \$ - \$ -	0 \$ - \$ -	20 \$ 1,313 \$ 5,000	30 \$ 1,061 \$ -	42 \$ 1,906 \$ -													
3. Referrals	53 \$ 1,345	0 \$ - \$ -	15 \$ 600 \$ -	24 \$ 585 \$ -	4 \$ 160 \$ -	0 \$ - \$ -	10 \$ - \$ -													
General Admin	1,598 \$ 70,937	660 \$ 26,735 \$ 25,000	27 \$ 1,090 \$ -	78 \$ 3,729 \$ -	182 \$ 10,447 \$ 10,000	587 \$ 26,118 \$ -	64 \$ 2,828 \$ 3,333													
1. Subsidized Housing Inventory Monitoring and Updating	49 \$ 1,531	10 \$ 350 \$ -	5 \$ 200 \$ -	3 \$ 165 \$ -	17 \$ 131 \$ -	14 \$ 685 \$ -	0 \$ - \$ -													
2. Grant writing/ Development	88 \$ 3,304	50 \$ 1,750 \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	38 \$ 1,554 \$ -	0 \$ - \$ -													
3. Maintaining up-to-date Ready Buyer/ Renter list	271 \$ 9,786	250 \$ 9,692 \$ -	0 \$ - \$ -	10 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	11 \$ 94 \$ -													
4. Support for/ to Housing and other Town Boards	441 \$ 19,805	0 \$ - \$ -	6 \$ 240 \$ -	50 \$ 2,742 \$ -	15 \$ 856 \$ -	335 \$ 14,310 \$ -	35 \$ 1,656 \$ -													
5. Attendance at meetings	169 \$ 9,463	0 \$ - \$ -	6 \$ 240 \$ -	15 \$ 823 \$ -	40 \$ 2,497 \$ -	90 \$ 4,825 \$ -	18 \$ 1,079 \$ -													
6. Program Development	35 \$ 1,913	0 \$ - \$ -	5 \$ 200 \$ -	0 \$ - \$ -	30 \$ 1,713 \$ -	0 \$ - \$ -	0 \$ - \$ -													
7. Comprehensive Permit	545 \$ 25,136	350 \$ 14,942 \$ 25,000	5 \$ 200 \$ -	0 \$ - \$ -	80 \$ 5,250 \$ 10,000	110 \$ 4,744 \$ -	0 \$ - \$ -													
a. Review	430 \$ 20,910	270 \$ 12,142 \$ -	0 \$ - \$ -	0 \$ - \$ -	80 \$ 5,250 \$ 10,000	80 \$ 3,517 \$ -	0 \$ - \$ -													
b. Developer pro-forma analysis	49 \$ 1,490	40 \$ 1,400 \$ 25,000	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -	0 \$ - \$ -													
c. 40B Process, guidelines and State-level conferences	75 \$ 2,827	40 \$ 1,400 \$ -	5 \$ 200 \$ -	0 \$ - \$ -	0 \$ - \$ -	30 \$ 1,227 \$ -	0 \$ - \$ -													

TASK TWO: Financial Modeling

For the second task, MAPC developed financial models and a final budget to assist with the formation of a Regional Housing Services Office with the Town of Sudbury, the designated service provider. The final service model and budget are incorporated into Task Three. As the services and accompanying financial model were developed, MAPC sought input from State housing officials to gain their support and Town housing officials to ensure their commitment and participation to the development of a Regional Housing Services Office. The following memo summarizes the December 8 meeting with town officials and housing commission and committee representatives. The subsequent pages contain letters of support that were provided by MassHousing and Massachusetts Housing Partnership respectively.

MEMORANDUM

DATE: December 14, 2010

TO: Richard Reed, Bedford; Chris Whelan, Concord; Carl Valente, Lexington;
Timothy Higgins, Lincoln; Maureen Valente, Sudbury; Donna VanderClock,
Weston

FROM: Jennifer M. Raitt, Chief Housing Planner

RE: Major Points from the Regional Housing Services Office meeting in Bedford

Wednesday, December 8, 2010

Membership Fee Structure:

The membership fees will be deposited into a separate Regional Housing Revolving Fund to be separately tracked and managed. Time will be tracked by task.

Historical data and information from the Housing Services Assessment by MAPC and subsequent interviews were used to create a baseline for the membership fee. Fees would be paid up front, not post-service, because there is a certain amount of investiture needed to make the model work. At nine months the Towns would look at how funds were expended, and make adjustments the following year.

The allocation of hours per community will be adjusted annually. If the number of hours is not correct, the amount will be adjusted accordingly for the second year of participation in the IMA. The staffing model can be expanded and contracted on notice, but the fee for service and participation in the IMA will not change. Membership fees cannot be recaptured by a member community. The termination clause will be strengthened to protect individual communities and the group as a whole.

The IMA is a two-year term. The time tracking process will be used to determine the fee for the following year FY13. If communities wish to terminate, a pro-rated share would be determined and potential pay backs in the event of not full services are not needed.

Action Plans:

An action/ implementation plan would be created for the core services with Beth Rust for each town. The action plan will not include any supplemental services such as resales and lotteries, pre-development activities, a short-term analysis, or work with an assessor's office to provide accurate valuations for affordable housing. There might be other future opportunities for services related to advocacy, identifying funding resources for projects, and other activities.

Advisory Committee:

The town's Advisory Committee representative would be the channel by which any requests or issues would come in. Each IMA member will be responsible for designating Advisory

Committee reps. The Town Managers might consider including alternate community reps in the IMA.

New Communities:

Additional MetroWest or other communities might be able to join in the second year of the IMA. The Town Managers want to see the effort grow so that there would be enough critical mass/ need to sustain the effort. The more critical mass, the less likely individual communities would be left in the lurch. Sudbury also wants to demonstrate their ability to manage the work and desire to grow the effort.

Meeting Attendees:

Zoe Puice, Bedford
Lisa Mustapich, Bedford
Ellis Kriesberg, Bedford
Jessica Porter, Bedford
Rick Reed, Bedford
Christina Wilgren, Bedford
Linda Prosnitz, Bedford
Lara Kritzer, Concord
Elisabeth Elden, Concord
Don Lashley, Concord
David Hale, Concord
Maryann McCall-Taylor, Lexington
Chris Kluchman, Lexington
Carl Valente, Lexington
Bill Hoyt, Lexington
Tim Higgins, Lincoln
Pamela Gallup, Lincoln
Renel Fredriksen, Lincoln
Connie Lewis, Lincoln
Peter Von Mertens, Lincoln
Maureen Valente, Sudbury
Beth Rust, Sudbury
Donna VanderClock, Weston
Noreen Stockman, Weston
Jennifer Raitt, MAPC



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000 | FAX: 617.854.1091
VP: 866.758.1435 | www.masshousing.com

December 21, 2010

Ms. Jennifer Raitt
Metropolitan Area Planning Council
60 Temple Place
Boston, MA 02111

Re: Proposed Regional Services Office

Dear Jennifer:

As a follow up to your presentation of December 7, 2010 regarding a proposal for shared regional housing services, MassHousing fully supports your efforts to collaborate with the Town of Sudbury and the other participating MetroWest communities in creating a regional housing services office. MassHousing has considerable experience regarding affordable housing developments and programs in various municipal settings and can confirm that many cities and towns would benefit from additional capacity to provide proper local oversight for these projects. This proposal has the potential to address many of the needs that municipalities and developers have raised regarding the need for greater resources devoted to local housing issues.

Please let us know if there is anything that MassHousing can do to further your efforts to encourage more regional collaboration in this area.

Sincerely,

Gina B. Dailey
Director of Comprehensive Permit Programs



**Massachusetts
Housing
Partnership**

December 15, 2010

Ms. Jennifer M. Raitt
Metropolitan Area Planning Council
60 Temple Place
Boston, MA 02111

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

RE: Proposed Regional Housing Services Office

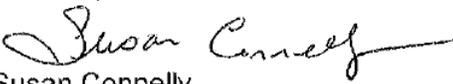
Dear Jennifer:

www.mhp.net

As a follow up to our meeting on December 7th I wanted to let you know that I think the proposed Regional Housing Services Office is a great idea. My team at Massachusetts Housing Partnership spends a lot of time working with non-urban communities and consistently we find that it is often not economically feasible for smaller scale municipalities to have the depth of staff to properly support their affordable housing efforts, both pre- and post- development.

I strongly support what MAPC and Beth Rust, of the Town of Sudbury, are trying to accomplish, and hope we can find a way to be helpful with this and other similar efforts in the future.

Sincerely,


Susan Connelly
Director
Community Housing Initiatives

TASK THREE: Establish Regional Affordable Housing Services Office

For the final task, MAPC worked with the Towns to develop and establish the shared housing services program, this included refining the services offered and further defining the legal and governance aspects of the new entity. This task also included confirming the participation of communities, gaining consensus on leadership structure for program, and addressing legal issues associated with implementation of Regional Affordable Housing Services Office. MAPC began this task by finalizing the Inter-Municipal Agreement with the Towns, primarily working through the Town of Sudbury counsel. MAPC developed a presentation that would be used to discuss the program with Town Boards of Selectmen. The following summary memo and proceeding presentation were shared with Boards of Selectmen.

The final and most important component for task three was the creation of a Draft Inter-Municipal Agreement. The IMA will provide for the Regional Housing Services Office to begin providing services on July 1, 2011. The document received the unanimous support of the Town of Lexington Board of Selectmen on December 20, 2010. Additional Towns are reviewing the document for signature and final approval. A warrant for the creation of a Regional Housing Services Revolving Fund administered by the Town of Sudbury, will be drafted during February 2011 and submitted at Sudbury's Spring Town Meeting for final approval.

The following memorandum was used to summarize the project for town Boards of Selectmen.

MEMORANDUM

DATE: November 30, 2010

TO: Richard Reed, Bedford; Chris Whelan, Concord; Carl Valente, Lexington; Timothy Higgins, Lincoln; Maureen Valente, Sudbury; Donna VanderClock, Weston

FROM: Jennifer M. Raitt, Chief Housing Planner

RE: Six-Town Municipal Affordable Housing Services - Summary Memo

The following provides an overview and detail of the steps MAPC has taken to explore options for sharing housing administrative services among the Towns of Bedford, Concord, Lexington, Lincoln, Sudbury, and Weston.

The Initial Premise of this initiative began in 2008 and 2009 with the following intention: regionalization of housing activities and services could be a valuable collaborative approach to affordable housing solutions. The early stages of this effort were undertaken by the municipal managers of the HATS communities consisting of Bedford, Concord, Lexington and Lincoln. Independent of this effort, MAPC had been exploring a similar concept for communities in the MetroWest region. After several months of investigation and discussion the HATS group contacted MAPC and learned of the initiative underway in the MetroWest area. The two efforts then converged. By assisting communities with implementing their goals to create permanently affordable homes for individuals and families with low, moderate, and middle incomes, the MetroWest Regional Affordable Housing project could help maintain balanced and diverse housing options.

Phase I of the MAPC initiative involved securing District Local Technical Assistance funding from the Metropolitan Area Planning Council for assistance with research and potential models for shared services for affordable housing administration. The MetroWest Regional Collaborative (then MWGMC) received the DLTA grant through Metropolitan Area Planning Council to research MetroWest housing activities and opportunities to collaborate regionally. Additionally, MWRC researched regional housing trust models and design a model to support MetroWest regional housing activities.

For the first task, staff began working in August 2009 to create and administer a survey to MetroWest communities, including outreach to communities from the Southwest Area Planning Council and Minuteman Advisory Group on Interlocal Coordination (MAGIC) subregions of the Metropolitan Area Planning Council.

Following the research report developed in Phase I, the next phase intended to develop a regional trust and work to launch the program to serve communities in both the MetroWest and MAGIC subregions of MAPC. Staff then presented the Phase I results to the West

Suburban Managers group to gain input and discuss next steps. A smaller group of Town Managers formed to pursue a Phase II pilot project.

For Phase II, MAPC performed a Housing Services Assessment of municipal time and funding expended on affordable housing by the communities of Concord, Lincoln, Bedford, Lexington, Weston, and Sudbury. MAPC worked with Town Managers from these communities to analyze results, identify overlapping services/ issues and develop and gain consensus on services

Concurrent with the Assessment, MAPC researched various models for the communities:

- Creation of an Inter-municipal Agreement (IMA)
- Creation of a Shared Services District
- Securing an outside consultant to provide services to the Towns
- Creating a separate, private nonprofit 501 (c)(3)

The results of this research on models and the Assessment showed that, because Sudbury already had on staff a housing specialist with experience assisting most of the other towns with previous housing monitoring and other services as well as capacity to expand these services, the other five Towns would benefit from a relationship with the Town of Sudbury in the following services areas:

- Monitoring;
- Ready Buyer/ Ready Renter List;
- Administration of the HOME Program; and
- Affordable Housing Planning and Advocacy.

A financial model was developed from the information provided in the Assessment. Town Managers confirmed their interest in pursuing the IMA fee-for-services model for the above-listed services.

MAPC then drafted an IMA for the five Towns to contract with the Town of Sudbury for services. The Town of Sudbury began drafting a more thorough service and delivery model. This service model is still under development and includes refinement to the suite of services and confirmed participation by the communities by making presentations to local Housing Officials and Boards of Selectmen. MAPC with the Town of Sudbury is also making presentations to State Housing Officials

The next steps include confirming a timeline for action and implementation of the Inter-municipal Agreement. The proposed launch date of a regional Housing Services Office and accompanying Regional Housing Service Fund would be on July 1, 2011 or earlier for those communities wishing to begin implementing the program in FY11.

For further questions about next steps or actions by individual communities, please contact me at 617 451 2770 x 2056.

Sincerely,
Jennifer M. Raitt, Chief Housing Planner

Service Model

Member communities receive administrative housing services for annual fee per IMA, including:

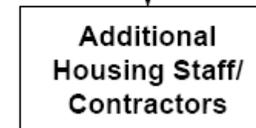
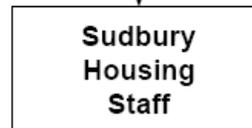
- Monitoring
- HOME Program
- Local Support
- Regional efforts
- Resident selection



Town of Sudbury delivers housing services through establishing a Regional Housing Services Office and corresponding revolving fund



Sudbury housing staff delivers services to RHSO, augmented as required by additional specialized housing resources



Regional Benefits

Helping
Municipalities
**Plan,
Permit,
Monitor and
Maintain**
their affordable
housing stock

Regional Housing Model

Proactive Compliance Monitoring

- Preserve Units
- Maintain Housing Inventory

Resource Efficiency

- Access to Regional Renters and Buyers
- Leverage Existing Resources

Regional Approach

- Common Solutions for Common Challenges
- Housing through the Municipal Lens

Core Services

- **Monitoring**
 - Monitoring Database
 - Tenant/Owner Compliance (where Town is Monitoring Agent)
 - Project Compliance; working with property owners/other agents
- **HOME administration**
 - Annual Action Plan/CAPER assistance
 - Project Consultation Allowance per Town
- **Local Support**
 - On Site meetings
 - Project Consultation/Review Allowance per Town
- **Regional Activities**
 - Community Linkage
 - Ready-buyer, Ready-renter List
 - Create regional approach
- **Supplemental Services**
 - Separately contracted

Budget and Staffing

- Staffing is most of the cost
 - ▣ Based on total hours estimated to deliver core services
- Expenses also include 3As
 - ▣ Audit, Advertising, Administration
- Member Communities fund expenses
 - ▣ Allocation of hours per Town using SHI

subject to final adjustment

	Hours	% of hrs
Bedford	403	28%
Concord	288	20%
Lexington	385	27%
Lincoln	169	12%
Weston	187	13%
total	1432	100%

Start Up Timing

- Inter-municipal Agreement starts 7/2011, 2-Year Term
 - Establish a Regional Housing Services Office and Fund
 - Separate and comprehensive records of services and funds
- Ability to start March or April on an interim basis
 - Community-by-community choice, through separate interim IMA

DRAFT
subject to final IMA

Coordination and Management

- Advisory Committee, one member from each municipality
 - ▣ Meet quarterly
 - ▣ Discuss and resolve issues
 - ▣ May admit up to three additional adjacent municipalities
- Implementation Plan to be developed with each Town
 - ▣ Establish local request process
 - ▣ Review current active projects, prioritize
 - ▣ March for interim, July for others
- Adjustments
 - ▣ Annual review of allocation of hours
- Termination
 - ▣ Any Municipality, by a vote of its respective Board of Selectmen, may terminate this Agreement with at least six months notice

DRAFT
subject to final IMA

Detail Project Plan

ID	Task Name	Start	Finish	% Complete	2010		2011		
					Q3	Q4	Q1	Q2	Q3
1	Regional Housing Service Office	10/1/2010	6/30/2011	35.35%					
2	Create Proposal	11/9/2010	11/15/2010	100%					
3	Present to Town Managers for Commitment	11/9/2010	11/15/2010	100%					
4	Draft Inter-municipal Agreement	10/1/2010	1/20/2011	75%					
5	Present to Towns for Adoption	11/16/2010	1/10/2011	56.67%					
6	State organizations	11/16/2010	12/13/2010	75%					
7	Housing Committees and Boards	11/16/2010	12/13/2010	75%					
8	Board of Selectmen - Vote to proceed	12/14/2010	1/10/2011	20%					
9	Implement Service Model	1/11/2011	6/30/2011	0%					
10	Finalize Interim Agreements and Plan	1/11/2011	2/14/2011	0%					
11	Selectmen Sign IMA	2/15/2011	3/7/2011	0%					
12	Develop Project Plan for each Town	2/15/2011	3/14/2011	0%					
13	Establish RHSO and Put Staff in Place	2/15/2011	5/23/2011	0%					
14	Establish Revolving Fund	5/5/2011	6/1/2011	0%					
15	Establish Advisory Committee	5/24/2011	6/20/2011	0%					
16	Launch	6/21/2011	6/30/2011	0%					

INTERMUNICIPAL AGREEMENT

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Bedford, Concord, Lexington, Lincoln, Sudbury and Weston, hereafter referred to collectively as the "Municipalities," this ___ day of _____ 2011, as follows:

WHEREAS, the Municipalities except Sudbury desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Sudbury is willing and capable of providing the services of a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on July 1, 2011 shall expire on June 30, 2013, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional two-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.
2. Lead Municipality. During the Term of this Agreement, the Town of Sudbury, acting as the lead municipality, shall operate the Regional Housing Service Office. The Town of Sudbury, through its standard personnel practices, shall employ or contract the adequate staff necessary to provide the housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, to the remaining Municipalities.
3. Duties. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.
4. Fee Structure and Payment. The Town of Sudbury shall annually invoice the Municipalities for the upcoming year by July 1 with payment due in 30 days and the Municipalities shall make annual payment to the Town of Sudbury pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Payment for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be invoiced separately and at the discretion of the Town of Sudbury and the individual municipality. Towns may borrow or lend hours to other Municipalities upon written agreement between the impacted Towns provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Second Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Sudbury shall provide to all Municipalities a record of the actual hours of services provided to each municipality and make any adjustments necessary for the following year of the Term.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, to the extent allowed by State statute, the Municipalities shall indemnify and hold harmless the Town of Sudbury and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Regional Housing Services Office of their duties in or for the Municipalities including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Regional Housing Services Office while in or performing services for the Municipalities.

7. Termination. Any Municipality, by a vote of its respective Board of Selectmen, may withdraw from and terminate this Agreement at the end of any year with the provision of at least six months prior written notice to the Town of Sudbury. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Sudbury shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Sudbury, by a vote of its respective Board of Selectmen, may terminate this Agreement upon the provision of at least two months prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Sudbury shall remain liable to the participating Municipalities for any portion of the payments received not earned.

8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall meet on a quarterly basis in July, October, January and April. The Town of Sudbury shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

9. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Sudbury.

10. Additional Communities. At any time after July 1, 2012, the Advisory Committee may meet and, by unanimous vote and approval of the Lead Municipality, amend this Agreement to admit an additional municipality. The Advisory Committee may admit no more than three (3) additional municipalities and any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Manager's of the originally participating communities.

11. Financial Safeguards. The Town of Sudbury shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all contributions received from the Municipalities. The Town of Sudbury shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

12. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

13. Amendment. This Agreement may be amended only by a writing signed by all Municipalities duly authorized thereunto.

14. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bedford
Richard Reed, Town Manager
10 Mudge Way
Bedford, MA 01730
Town of Concord

Christopher Whelan, Town Manager
Town House, P.O. Box 535
22 Monument Square
Concord, MA 01742

Town of Lexington
Carl F. Valente, Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Town of Lincoln
Timothy S. Higgins, Town Administrator
16 Lincoln Road
Lincoln, MA 01773

Town of Sudbury
Maureen G. Valente, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776
Town of Weston

Donna S. VanderClock, Town Manager
P.O. Box 378
Weston, MA 02493

18. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions the any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BEDFORD
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF CONCORD

By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF LEXINGTON
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF LINCOLN
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF SUDBURY
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF WESTON
By its Board of Selectmen

Exhibit A
Core Housing Services

1. Monitoring

- Monitoring Database of Affordable Housing Developments and residents
- Annual monitoring of ownership units
- Annual monitoring of rental developments

2. Subsidized Housing Inventory administration

- Reconcile municipal inventory records with the Subsidized Housing Inventory
- maintained by the Department of Housing and Community Development
- Add new units to the inventory as required

3. HOME administration

- Assist in the preparation of the Annual Action Plan and Annual CAPER documents
- Consult on HOME funded projects
- Prepare proposals for supplemental services as needed

4. Local Support

- Meet on-site with staff and housing entities
- Consult on projects
- Review project documents
- Prepare proposals for supplemental services as needed

5. Regional Activities

- Assist communities with regional linkages
- Create Ready-buyer list
- Create Ready-renter list

Exhibit B
Fee Structure

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

Membership Fee Schedule:

Town	Hours	% of hrs	Pro rata \$
Bedford	406.5	28%	\$24,368
Concord	291.5	20%	\$17,474
Lexington	388.5	26%	\$23,289
Lincoln	191	13%	\$11,450
Weston	190.5	13%	\$11,420
TOTAL	1468	100%	\$88,000

This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

--END--